

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 Of 37 Pages		
2. Contract (Proc. Inst. Ident.) No. WS2P1J-15-C-0088		3. Effective Date 18 September 2015		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By ARMY CONTRACTING COMMAND - RI BRIDGET L. KRAMER ROCK ISLAND, IL 61299-8000 BLDGs 60 & 62		Code WS2P1J	6. Administered By (If Other Than Item 5) DCMA TWIN CITIES 5600 WEST AMERICAN BOULEVARD SUITE 600 BLOOMINGTON MN 55401		Code S2401A		
e-mail address: BRIDGET.L.KRAMER.CIV@mail.mil							
7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) HERITAGE DISPOSAL AND STORAGE, LLC 345 S 80TH RD ALDA, XX 68810-0250				8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified) <input type="checkbox"/> To The Address Shown In:			
Code 30XC4	Facility Code			Item 12			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DPAS-COLUMBUS CENTER DPAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0039		
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		14. Accounting And Appropriation Data SEE SECTION G					
15A. Item No. SEE SCHEDULE		15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
				15G. Total Amount Of Contract <input type="checkbox"/>		\$6,571,295.76	
16. Table Of Contents							
(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule							Part II - Contract Clauses
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	27
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	37
X	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	17	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	18	L	Instrs., Conds., and Notices to Offerors		
X	G	Contract Administration Data	22	M	Evaluation Factors for Award		
X	H	Special Contract Requirements	24				
Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer			
Mark Vess, President Heritage Disposal & Storage LLC				DONNA S. PONCE DONNA.S.PONCE.CIV@mail.mil (309) 782-4535			
19B. Name of Contractor By  (Signature of person authorized to sign)		19C. Date Signed 19SEP2015	20B. United States Of America PONCE, DONNA S. 123040 By 8285		20C. Date Signed <input type="checkbox"/> (Signature of Contracting Officer)	18 September 2015	

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: BRIDGET L. KRAMER

Buyer Office Symbol/Telephone Number: CCRC-AC/(309) 782-0896

Type of Contract 1: Firm Fixed Price

Kind of Contract: Supply Contracts and Priced Orders

Type of Business: Other Small Business Performing in U.S.

Surveillance Criticality Designator: B

*** End of Narrative A0000 ***

1. This award is for a firm fixed price, base year plus two 100% option years contract for the Demilitarization and disposal of Hexachloroethane (HC) Smoke canisters and smoke pots. This contract includes the following:

CLIN 0001AA - HC Smoke Canisters and related packaging material:

Quantity: [REDACTED]

Unit Price: [REDACTED]

Total CLIN Price: \$2,795,727.76

CLIN 0002AA - HC Smoke Pots (ground and floating) and related packaging material:

Quantity: [REDACTED]

Unit Price: [REDACTED]

Total CLIN Price: \$3,875,568.00

2. Attachment 0001 dated 11 August 2015, Heritages Price Spreadsheet, includes prices for all CLIN items for the Base Year and each Option Year.

3. Attachment 0002, Base Year Asset List, provides the asset list for the base award.

4. Option Years (OY) are as follows:

Base Year Date of Award thru 15 September 2016

OY 1 16 September 2016 thru 15 September 2017

OY 2 16 September 2017 thru 15 September 2018

5. The intent is to exercise each OY on an annual basis. However, the Contracting Officer may exercise the evaluated OY up to the maximum aggregate quantities available in the base year and the two option years at any time preceding 15 September 2018 by giving written notice to Heritage. As requirements dictate, options can be exercised on one or more occasions as long as the total maximum for each option year is not exceeded. Award of the Options, if exercised, will be at the unit prices submitted in Heritages Price Spreadsheet, as Attachment 0001, for the respective OY at time of modification.

The Government is under no obligation to purchase any quantities past the Base Year. The Options will be awarded at the discretion of the Government.

6. The Base Year and both Option Years will have a period of performance of twenty four (24) months.

7. The HC Smoke canisters and pots are located at the following army sites:

Anniston Munitions Center Anniston, AL, (ANMC),
Blue Grass Army Depot, Richmond, KY, (BGAD),
Crane Army Ammunition Activity, Crane, IN, (CAAA),
Hawthorne Army Depot, Hawthorne, NV, (HWAD),
Letterkenny Munitions Center, Chambersburg, PA (LEMC),
McAlester Army Ammunition Plant, McAlester, OK, (MCAAP),
Pine Bluff Arsenal, Pine Bluff, AR, (PBA),
Tooele Army Depot, Tooele, UT, (TEAD)

8. Ammunition will be shipped from the above locations and delivered freight on board (FOB) origin to the contractor's place of performance/storage. Ammunition shipped to the contractor's site will be shipped at the Government's expense by the most economical means possible. The Government will initiate shipment of Government Furnished Material (GFM) within 30 days after approval of the Safety Site Plan (SSP). Demilitarization must be completed within 12 months after receipt of GFM.

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9. Section B states, Shipping instructions will be furnished prior to scheduled delivery date. Since the U.S. Government handles all shipping to the contractors facility, shipping instructions will not be provided to the contractors.

10. The HC Smoke Canisters and Smoke Pots have Technical Data Packages (TDP) with an assigned Distribution Statement D. The TDPs contain information that has been designated as Military Critical Data. Businesses are required to be certified by the Department of Defense, United States/Canada Joint Certification Office.

11. The contractor shall provide all the necessary material, equipment, facilities/property, licenses, and personnel to perform demilitarization of the HC Smoke Canisters and Smoke Pots. Open Burning and/or Open Detonation (OB/OD) are NOT permitted technologies for any end item(s) or component(s).

12. Flow down of requirements: All clauses and Contract Data Requirements List (CDRL) requirements of this contract must be flowed down to and met by all major/key subcontractors that provide critical demil support or whose subcontract is for any portion of the proposed price of the associated CLIN. Critical demil support is defined as involving energetic materials, sensitive components, depleted uranium, or hazardous waste stream materials.

13. Attachment*0003 incorporates a list of Government Points of Contacts (POCs). Contractor personnel wishing to address an issue of concern, questions, or inquires outside of normal day to day contract administration communications or when wishing to address circumstances that could foreseeably lead to disagreement or conflict with the Government are asked to adhere to the communication flow process for contacting Government personnel, as outline in attachment 0003, in order to resolve such matters at the lowest level possible. If an issue cannot be resolved satisfactorily, it can then be raised to the next level.

14. Note that the following clauses have been updated since issuance of the solicitation. The updated versions are incorporated into the contract. The clause dates as of issuance of the solicitation and clause dates as of dates of award are identified below. Refer to the FAR Cite to review any changes.

Found In:	FAR Reference:	Previous Clause Date:	Current Clause Date:	Clause Title
Section I	52.203-5	01-APR-1984	01-MAY-2014	Covenant Against Contingent Fees
Section I	52.203-7	01-OCT-2010	01-MAY-2014	Anti-kickback Procedures
Section I	52.203-8	01-JAN-1997	01-MAY-2014	Cancellation, Rescission, and Recovery of Funds for Illegal or
Section I	52.203-10	01-JAN-1997	01-MAY-2014	Improve Activity
Section I	52.219-8	01-JUL-2013	01-MAY-2014	Price or Fee Adjustment for Illegal or Improper Activity
Section I	52.222-20	01-OCT-2010	01-MAY-2014	Utilization of Small Business Concerns
Section I	52.232-23	01-APR-1984	01-MAY-2014	Walsh-Healey Public Contracts Act
Section I	52.223-1	01-JUL-2002	01-MAY-2014	Assignment of Claims (JAN 1986) Alternate I (APR 1984) Disputes

15. Note that the following clauses have been deleted from the solicitation:

Found In:	FAR Reference:	Clause Title:
Section A	52.245-4005	NOTICE: Use of Government Owned Property
Section F	252.211-7008	Use of Government-Assigned Serial Numbers
Section F	52.211-16	Variation In Quantity
Section G	52.232-4501	US Army Contracting Command, Rock Island Contracting Center, Implementation of Wide Area Workflow Receipt and Acceptance (WAWF-RA) for Electronic Processing of Receipt/Acceptance Documents and Payment
Section I	52.215-15	Pension Adjustments and Asset Reversions
Section I	252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States
Section I	252.251-7000	Ordering From Government Supply Sources
Section I	252.225-7004	Report of Intended Performance Outside the United States and Canada - - Submission after Award
Section I	252.232-7013	Performance-Based Payments Deliverable-Item Basis
Section I	52.223-3	Hazardous Material Identification and Material Safety Data

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16. Note the following clauses have been added since issuance of the solicitation. The new clauses are incorporated in the contract.

Found In:	FAR Reference:	Clause Title:
Section G	252.232-7006	Wide Area Workflow Payment Instructions
Section I	252.246-7000	Material Inspection and Receiving Report

17. All terms and conditions of solicitation W52P1J-14-R-0076, to include Amendments 0001 thru 0004, apply to this contract.

*** END OF NARRATIVE A0006 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS					
0001	HS SMOKE CANISTERS NSN: 9999-99-999-9999					
0001AA	<u>HC SMOKE CANISTERS</u> COMMODITY NAME: HS SMOKE CANISTERS CLIN CONTRACT TYPE: Firm Fixed Price PRON: HI4D4206M2 PRON AMD: 01 ACRN: AA PSC: 1310 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52P1J4132A100 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 [REDACTED] 16-SEP-2017 FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. Billing instructions: This CLIN is funded for demilitarization of [REDACTED] units at a unit price of [REDACTED] each, for a total CLIN value of \$2,795,727.76. The contractor shall bill for the amount of units completed during the billing period at the unit price per unit. Unit of Measure: each Unit price: [REDACTED] each (End of narrative F001)	[REDACTED]	EA	\$ [REDACTED]	\$ 2,795,727.76	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																										
0002	HC SMOKE POTS NSN: 9999-99-999-9999																														
0002AA	<u>HC SMOKE POTS</u> COMMODITY NAME: HC SMOKE POTS CLIN CONTRACT TYPE: Firm Fixed Price PRON: HI4D4206M2 PRON AMD: 01 ACRN: AA PSC: 1310	■■■■■	EA	\$ ■■■■■	\$ 3,875,568.00																										
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin																														
	<u>Deliveries or Performance</u> <table> <tr> <td>DOC</td> <td>SUPPL</td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td>W52P1J4132A100</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td></td> <td>DEL DATE</td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>■■■■■</td> <td></td> <td>16-SEP-2017</td> <td></td> <td></td> </tr> </table> FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	DOC	SUPPL	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52P1J4132A100	Y00000	M		3	DEL REL CD	QUANTITY		DEL DATE			001	■■■■■		16-SEP-2017						
DOC	SUPPL																														
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																										
001	W52P1J4132A100	Y00000	M		3																										
DEL REL CD	QUANTITY		DEL DATE																												
001	■■■■■		16-SEP-2017																												
	Billing instructions: This CLIN is funded for demilitarization of ■■■■■ units at a unit price of ■■■■■ each, for a total CLIN value of \$3,875,568.00. The contractor shall bill for the amount of units completed during the billing period at the unit price per unit.																														
	Unit of Measure: each																														
	Unit price: ■■■■■																														
	(End of narrative F001)																														

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK FOR THE DEMILITARIZATION AND DISPOSAL OF HEXACHLOROETHANE (HC) SMOKE CANISTERS AND SMOKE POTS

1.0 SCOPE:

1.1 The contractor(s) shall provide all the necessary material, equipment, facilities/property, licenses, and personnel to perform demilitarization(demil) by resource, recovery and recycling (R3) for a variety of HC smoke canisters and smoke pots related ammunition and like items including components listed in Section 1.3 of the Scope of Work (SOW). The contractor shall have the ability to store and demil 1,682 short tons of HC Smoke per year at a minimum of 141 short tons per month. Open Burning and/or Open Detonation (OB/OD) are not permitted technologies for any end item(s) or component(s) contained in this SOW.

1.2 The government will accept reutilization. Title and ownership of components are transferred to the contractor for disposition and disposal when the items are fully demilitarized. Best efforts shall be made to recover the maximum material possible from the HC smoke ammunition contained in this SOW. The Government does not guarantee the quantum of recoverable material. The offered unit price reflects full consideration to the contractor for its performance under the contract.

1.3 The SOW covers the following type of explosives for demilitarization:

HC smoke pots (ground and floating) and related packaging material:

Ground M1 (DODIC K865), M2 (DODIC K876), M5 (DODIC K866) and MK3 (DODIC K874)

Floating M4 (DODIC K867)

HC smoke canisters and related packaging material:

M1 (DODICs C396 and D445)

M2 (DODIC D450)

2.0 Referenced Documents:

Title 15 Code of Federal Regulation (CFR), Part 772, Steps to Export Administration Regulation (EAR) and Part 774, The Commerce Control List

Title 22 CFR, Part 121, The United States Munitions List

DOD Manual 4160.28, Volume 1-3, Defense Demilitarization, 7 Jun 11

DOD 4145.26M, DOD Contractors Safety Manual for Ammunition and Explosives, 13 Mar 08

DFARS 252.223-7002, Safety Precautions for Ammunition and Explosives

DFARS 252.223-7003, Change in Place of Performance Ammunition and Explosives

U.S. Army Environmental Hygiene Agency Technical Guide No.146, 30 Sep 91, Subject: Pentachlorophenol-Treated Materials

DODI 4140.62, Material Potentially Presenting an Explosive Hazard, 25 Nov 08 w/ ch 1 19 Feb 14

Title 29 CFR, Part 1910.119, Process Safety Management of Highly Hazardous Chemicals

DoD 5100.76M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives (AA&E), 17 Apr 12

DoD 6055.09M Volume 7, DoD Ammunition and Explosives Safety Standards: Criteria for Unexploded Ordnance, Munitions Response, Waste Military Munitions and Material Potentially Presenting an Explosive Hazard, 4 Aug 10

Title 40 CFR, Parts 260-268, Protection of the Environment

Clean Air Act and Clean Air Act Amendments 42 USC section 7401 et seq,

Clean Water Act, 33 USC section 1251 et seq,

Resource Conservation and Recovery Act (RCRA) Solid Waste Disposal Act, 42 USC section 690 et seq.

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SB 742-1, Ammunition Surveillance Procedures, 1 Sep 2008

3.0 Definitions/Interpretations:

For the purpose of the SOW the following definitions/interpretations apply:

3.1 Cardinal Principle of Ammunition and Explosive Safety Limit exposure to a minimum number of personnel, for a minimum amount of time, to the minimum amount of hazardous material consistent with safe and efficient operations.

3.2 Chain of Custody The activities and procedures taken throughout the inspection, re-inspection and documentation process to maintain positive control of Material Potentially Presenting an Explosive Hazard (MPPEH) to ensure the veracity of the process used to determine the status of material as to its explosive hazard. This includes all such activities from the time of collection through final disposition.

3.3 Commerce Control List (CCL) A list of items under the export control jurisdiction of the Bureau of Industry and Security, US Department of Commerce. Note that certain additional items described in part 732 of the EAR are also subject to the EAR. The CCL is found in Supplement No. 1 to part 774 of the EAR.

3.4 Decontamination - The process of making an item safe for use or handling by unprotected personnel and harmless to all properties and surroundings by destroying, neutralizing, making harmless, or removing energetic/explosives or chemical material clinging to or around it.

3.5 Demilitarization (DEMIL) - The act of eliminating the functional capabilities and/or inherent military design features from DOD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, crushing, shredding, melting, burning, etc. DEMIL is required to prevent property from being used for its originally intended purpose and to prevent the release of inherent design information that could be used against the United States. DEMIL applies to material in serviceable and unserviceable condition.

3.6 Designated Disposition Authority (DDA) Appointed DoD officials authorized to declare unused military munitions as Waste Military Munitions (WMM) except in the case of an explosives or munitions emergency, abandoned munitions, or a declaration by the Authorized Military Official (AMO). DDAs are responsible for evaluating munitions that are excess to current requirements or otherwise no longer part of the active inventory for safety, other uses, R3 possibilities, and treatment.

3.7 Disposal The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

3.8 Disposition The process of reusing, recycling, converting, redistributing, transferring, donating, selling, demilitarizing, treating, destroying, or fulfilling other end of life tasks or actions for DOD property.

3.9 Documentation of the Explosives Safety Status of Material Documentation of the determination of the materials explosive safety status must state either that the material does not present an explosive hazard and is consequently safe from an explosives safety perspective for transfer within or release from DOD control, or that it is hazardous with the known or suspected explosive hazards stated and is only transferable or releasable to a qualified receiver.

3.9.1 Material Potentially Presenting an Explosive Hazard (MPPEH) Material potentially containing explosives or munitions (e.g., munitions containers and packaging material; munitions debris remaining after munitions use, demilitarization, or disposal; and range-related debris); or material potentially containing a high enough concentration of explosives that the material presents an explosive hazard (e.g., equipment, drainage systems, holding tanks, piping, or ventilation ducts that were associated with munitions production, demilitarization, or disposal operations). Excluded from MPPEH are munitions within the DOD-established munitions management system and other items that may present explosion hazards (e.g., gasoline cans and compressed gas cylinders) that are not munitions and are not intended for use as munitions.

3.9.2 Material Documented as Safe (MDAS) MPPEH that has been assessed and documented as not presenting an explosive hazard and for which the chain of custody has been established and maintained. This material is no longer considered to be MPPEH. NOTE: ONLY MDAS MAY BE RELEASED TO THE GENERAL PUBLIC.

3.9.3 Material Documented as an Explosive Hazard (MDEH) (formerly referred to as material documented as hazard, or MDAH) MPPEH that cannot be documented as MDAS, that has been assessed and documented as to the maximum explosive hazards the material is known or suspected to present, and for which the chain of custody has been established and maintained. This material is no longer considered to be MPPEH. NOTE: MDEH MAY ONLY BE RELEASED TO A QUALIFIED RECEIVER.

3.10 Explosive Hazard A condition where danger exists because explosives are present that may react (e.g., detonate, deflagrate) in a mishap with potential unacceptable effects (e.g., death, injury, damage) to people, property, operational capability, or the environment.

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3.11 Explosive Safety A condition where operational capability and readiness, people, property, and the environment are protected from the unacceptable effects or risks of potential mishaps involving military munitions.

3.12 Full Rate Demil Granted after acceptance of the Ammunition Demilitarization and Disposal Plan (ADDP) and after a successful walkthrough of the contractors proposed demilitarization operation, the contractor may begin a rate of demilitarization as determined by schedule and complying with the Cardinal Principle of Ammunition and Explosive safety and requirements; thereby considered consistent production at or above the process rate quantities, as defined by the contractor's planned demilitarization schedule.

3.13 Incineration - Combustion of Propellant, Explosive, and/or Pyrotechnics (PEP) or explosive ordnance with control of combustion air, containment of the combustion reaction in an enclosed device, and control of emission of gaseous and particulate combustion products in accordance with (IAW) Federal, State, and local laws, ordinances, codes, and regulations.

3.14 Low Rate Demil The contractor shall have the privilege prior to ADDP acceptance for equipment testing and calibration efforts using minimum quantities to meet their anticipated processing schedule.

3.15 Munitions List Item (MLI) - Any item contained on the US Munitions List (USML) listed in Title 22 CFR 121.

3.16 US Munitions List (USML) - A list, published by the Department of State in Title 22 CFR 121 which delineates the articles, service, and related technical data designated as defense articles and defense services.

3.17 Military Munitions All ammunition products and components produced or used by or for the US Department of Defense (DOD) or the US Armed Services for national defense and security, including military munitions under the control of the DOD, the US Coast Guard, the US Department of Energy (DOE), and the National Guard personnel. The term military munitions includes: confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, smokes, and incendiaries used by DOD components, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers demolition charges, and devices and components thereof. Military munitions do not include wholly inert items, improvised explosive devices, and nuclear weapons, nuclear devices, and nuclear components thereof. However, the term does include non-nuclear components of nuclear devices, managed under DOE's nuclear weapons program after all required sanitization operations under the Atomic Energy Act of 1954, as amended, have been completed.

3.18 Mutilation (MUT) The act of making non-DEMIL required MLI or Commerce Control List Item (CCLI) unfit for its intended purpose by cutting, tearing, scratching, crushing, breaking, punching, shearing, burning, neutralizing, etc..

3.19 Qualified Receiver Entities that have personnel who are, or an individual who is, trained and experienced in the identification and safe handling of used and unused military munitions, and any known or potential explosive hazards that may be associated with the MPPEH/MDEH they receive; and are licensed and permitted or otherwise qualified to receive, manage, and process MPPEH/MDEH.

3.20 Recycle The reuse of the item/material for an entirely different purpose than originally designed/intended and normally requiring some form of reprocessing.

3.21 Reutilization (Reuse) - The reuse of the material, or any component for its original intended purpose. Reuse will be accepted on a case-by-case basis when it supports United States, Department of Defense approved munitions programs.

3.22 Transferred within or Released from DOD Control A receiver has acknowledged receipt of MDEH or MDAS material by signed documentation (e.g., DD Form 1348-1A Issue Release/Receipt Document, or an equivalent document) and has taken physical custody of the MDEH or MDAS from the Department of Defense.

3.23 Treatment - Any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any hazardous waste so as to neutralize such waste, or so as to recover energy or material resources from the waste, or so as to render such waste non-hazardous, or less hazardous; safer to transport, store, or dispose of; or amenable for recovery, amenable for storage, or reduced in volume.

3.24 Waste Military Munitions (WMM) A military munitions is a waste military munitions if it has been identified as: (1) a solid waste as described in regulation 40 CFR 266.202; or (2) a hazardous waste per 40 CFR 261 Subpart C (characteristics waste) or Subpart D (listed waste). In general, WMM are hazardous waste when they exhibit the characteristic of ignitability, corrosivity, reactivity, or toxicity; or are listed as a hazardous waste.

4.0 REQUIREMENTS:

4.1 The contractor shall establish and submit an Ammunition and Explosives Safety Program Plan IAW CDRL A001, for the receipt, storage, handling, demilitarization, and disposal of a variety of HC smoke ammunition delivered to the contractor by the Government at the contractor site(s) IAW specific guidance provided in this SOW and DOD 4145.26M, DOD Contractors Safety Manual for Ammunition and Explosives. The contractor shall have the ability to store and demil 1,682 short tons of HC Smoke per year at a minimum of 141 short

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tons per month.

4.2 Once demiled, all PEP, explosive materials, and hazardous materials that can be successfully recovered and recycled may be utilized for non-military use by the contractor; otherwise, the material shall be treated in an environmentally safe and approved manner.

4.3 All ammunition and components shall be demiled and disposition shall occur in accordance with the contractors approved Ammunition Demilitarization and Disposal Plan (ADDP), in accordance with CDRL A003, within 12 months of initial delivery.

5.0 Safety:

5.1 A Safety Site Plan (SSP) shall be prepared by the contractor for operational, storage and receiving structures and sites IAW CDRL A002. The contractor shall comply with the requirements of DoD 4145.26M, DOD Contractors Safety Manual for Ammunition and Explosives for the development, submission, adherence, and maintenance of its safety site plan.

5.2 The Contractor shall allow the Government access to the contractors facilities, personnel, and safety program documentation for the purpose of performing a pre-award safety and security site survey pursuant to DFARS 252.223-7002, Safety Precautions for Ammunition and Explosives, May 1994, if deemed necessary by the Government. Additionally, the contractor will notify the PCO of any change in the location of performance of this contract in compliance with DFARS 252.223-7003, Change in Place of Performance Ammunition and Explosives.

5.3 The Contractor shall comply with the requirements of DoD 4145.26M, DoD Contractor Safety Manual for Ammunition and Explosive, as applicable to the contractor planned process and/or operations. The contractor shall comply with all Federal, State, and local laws, ordinances, codes, and regulations, including applicable portions of Occupational Safety and Health Administration (OSHA) requirements. The contractor will identify Safety Person(s), indicating qualifications and experience (to include relative to ammunition and explosives (AE)).

5.4 The Contractor shall provide to the Administrative Contracting Officer (ACO) and Contracting Officer, within 30 days of receipt on copy of any violation/citation concerning safety or occupational health at the demil location issued by any Government agency. The Contractor shall also provide one copy to the ACO and the contracting officer of his response to the report.

5.5 Special precautions are required when handling pentachlorophenol (PENTA) treated packing materials and pallets. The U.S. Army Environmental Hygiene Agency Technical Guide No.146, Sept. 30, 1991, Subject: "Pentachlorophenol-Treated Materials", may be used as an informational guide. The services of a professional industrial hygiene/occupational medicine specialist is advised.

5.6 Training The contractors shall use trained and certified employees for this effort, in compliance with DOD 4145.26M, DODT 4140.62 (Material Potentially Presenting an Explosive Hazard), and applicable Federal, State, and local laws, ordinances, codes and regulations. The contractor will identify safety and AE-related training planned or completed consistent with the demilitarization of HC Smoke.

5.7 The contractor shall notify the ACO and Contracting Officer of any unexpected explosion, fire or other unplanned adverse event involving contractor and or DOD personnel or material. Specific reporting formats are contained in DOD 4145.26M.

5.8 When more than one Permissible Exposure Levels (PELs) exists, the contractor shall notify the government when they do not monitor and protect the most restrictive of OSHA, American College of Governmental Industrial Hygienist (ACGIH) or other industry consensus standard.

6.0 AMMUNITION DEMILITARIZATION AND DISPOSAL PLAN (ADDP):

6.1 An ADDP shall be prepared and submitted by the contractor to the PCO for acceptance IAW CDRL A003. The ADDP shall detail all intended actions/processes to be utilized by the contractor in completing the required demilitarization tasks stated in this SOW IAW guidance in DoD 4160.28M, Volume 1, Enclosure 5, Defense Demilitarization: Program Administration.

6.2 The ADDP will be organized in operational sequence, and shall address operational, safety, security, environmental, and inspection requirements particular to each process/operation for each family. The ADDP shall include at a minimum:

6.2.1 Purpose State the purpose of the ADDP, which is to identify safe, secure, and environmentally acceptable demilitarization and disposal procedures/processes for the HC smoke ammunition as stated in 1.3.

6.2.2 Item Identification Incorporate a list of all munitions addressed by the ADDP to include: Part Number (PN), National Stock Number (NSN), Department of Defense Identification Code (DODIC), and nomenclature. Describe the configuration of the munitions with attached illustrations i.e., drawings, pictures and include munitions characterization documentation.

6.2.3 Demilitarization and Disposal Alternatives List alternate methods of demilitarization and disposal for each primary demil process/procedure contained in the ADDP.

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6.2.4 Safety Summarize the safety hazards that are unique to the munitions and procedures/processes for the munitions contained in the ADDP. Include the precautions and procedures that must be employed during the demilitarization and disposal or reuse operations. Provide a timeline for reclaimed or residual material final disposition and any specific hazards associated with retaining/reusing reclaimed material. Explain the approach to comply with the Process Safety management standard in 29 CFR 1910.119. List all hazardous materials for the munitions to be processed: PEP, heavy metals, carcinogens, etc. and the quantity of each.

6.2.5 Security Summarize the security requirements that are unique to the munitions and procedures/processes for the munitions/components contained in the ADDP.

6.2.6 Environmental Include an analysis describing the environmental consequences of each demilitarization and disposal procedure/process, for both primary and alternate(s). Identify the hazardous waste (HW) streams and non-hazardous waste streams expected to result from each demil process and discuss treatment, storage, and or disposal of those waste streams. Indicate what permits and/or licenses is/are required to support the demil operations and provide a copy to the PCO upon request.

6.2.7 Demilitarization and Disposal Procedures Describe each procedure in detail. Include step-by-step operations, safety precautions disassembly diagrams, and list of components and the disposition and decontamination procedures. The contractor will address procedure for managing and processing MPPEH, for eliminating any explosive hazard associated with material documented as an explosive hazard (MDEH), and for the release of material documented as safe (MDAS). At a minimum, include procedures for storing, segregating, securing inspecting, treating, and disposing of MPPEH, MDEH and MDAS. Identify in the ADDP where the Certificate of Demilitarization (COD) will be executed in the demil process.

6.2.8 Demilitarization and Disposal Special Tools and Equipment Describe all special tools and equipment necessary to accomplish all procedures described.

6.2.9 Reference Documents The ADDP shall list and identify references and technical data specifically applicable to the plan.

6.3 The Government will review and provide initial comment as to the acceptability of the plan within the timeframe specified in CDRL A002. Subsequent comments to the plan will be provided throughout the review and comment process.

6.4 Final acceptance of the ADDP is contingent upon the contractors demonstrating to the Government Representatives designated by the Procuring Contracting Officer (PCO) and the cognizant Defense Contract Management Agency (DCMA) representatives, its ability to completely demilitarize the HC smoke ammunition listed in paragraph 1.3. This will be accomplished via on-site process demonstration(s) IAW the ADDP. Upon acceptance of the ADDP and verification of on-site process demonstration(s), the Government may grant full rate demil based on the teams findings and observations.

6.5 Any proposed subsequent changes to the plan by the contractor shall be formally submitted to the PCO for approval. The approval is contingent on Government Technical Review and acceptance.

7.0 Decontamination:

7.1 Non-DoD entities that possess, manage or process material potentially presenting an explosive hazard (MPPEH) (e.g., scrap metal, components, other material) generated from the demilitarization of military munitions will comply with the provisions of DODI 4140.62, Material Potentially Presenting an Explosives Hazard, DOD 4160.28-M Vol 1-3, Defense Demilitarization, and DoD 6055.09M Volume 7, DoD Ammunition and Explosives Safety Standards: Criteria for Unexploded Ordnance, Munitions Response, Waste Military Munitions and Material Potentially Presenting an Explosive Hazard, as well as other applicable laws and regulations, when managing, processing and determining the explosives safety status of such material.

8.0 Security:

8.1 Security - The contractor shall comply with all existing and pertinent Federal, State, and local laws, ordinances, codes, and regulations for the safeguarding and handling of sensitive arms and ammunition in performing any task awarded under any resultant contract.

8.2 The contractors shall comply with the security requirements of DoD 5100.76M, for storage and control of sensitive items. All items designated as sensitive and assigned a risk category IAW DoD 5100.76M or any other regulation, retain that status until such time as demilitarization has been accomplished. This also applies to recovered components, if they have an assigned risk category.

8.3 An Operations Security (OPSEC) Plan will be developed and submitted IAW CDRL A004.

9.0 Environmental:

9.1 The contractor shall ensure that all aspects of the program are accomplished in an environmentally safe manner and in compliance with all Federal, State, and local environmental laws, ordinances, codes, and regulations. Vigilance should be exercised to be aware of changes in current Federal, State, and Local regulations in order to be in compliance at all times. The contractor (and any subcontractors) shall complete hazardous waste training IAW 40 CFR (Protection of the Environment) and Federal, State and local

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requirements, as applicable. Training certifications must be available for Government review upon request.

9.2 The contractor shall ensure strict adherence to applicable laws and regulations including but not limited to the Clean Air Act and Clean Air Act Amendments 42 USC section 7401 et seq, Clean Water Act, 33 USC section 1251 et seq, and Resource Conservation and Recovery Act (RCRA) Solid Waste Disposal Act, 42 USC section 690 et seq.

9.3 The contractors shall ensure that any hazardous waste generated by the demilitarization process is disposed in an environmentally safe manner. All disposal operations will be performed IAW all applicable Federal, State, and local environmental laws, ordinances, codes, and regulations. The government will make a decision on the hazardous waste status of material based on the proposed demil process.

9.4 The contractor shall not use any Class I Ozone Depleting Chemical/Ozone Depleting Substance (identified at <http://www.epa.gov/ozone/ods.html> and FAR Subpart 23.8 Ozone-Depleting Substances) in the performance of this contract.

10.0 Quality:

10.1 Standardization The contractor shall have a quality management system (QMS) that encompasses all technical and manufacturing aspects of ammunition demilitarization and all materials utilized. All demil under this contracting action, whether performed within the contractors plant or from any other source, shall be controlled at all points necessary to assure conformance to contractual requirements. The contractor shall implement and maintain the QMS submitted with their proposal and in use at the time of contract award.

10.2 Quality Assurance Program Plan (QAPP). The contractor shall be responsible for the complete, accurate, and fully documented implementation of the QAPP. The contractor generated QMS shall be included in its QAPP. The contractor shall prepare and submit the QAPP IAW CDRL A005. Changes to the QAPP shall not be implemented without the written acceptance by the PCO.

10.3 The Government may, at any time, have tests performed to determine the effectiveness of the contractors process in accomplishing the stated objectives of removal of explosive contamination from ammunition components and removal of hazardous materials and/or contaminants from packing materials.

11.0 GOVERNMENT FURNISHED MATERIAL (GFM):

11.1 The Class V materials listed in Section 1.3 are unserviceable, excess, and/or obsolete munitions, therefore complete Technical Data Packages (TDPs) may not be available. The Government has made a reasonable and prudent search of all available technical databases and historical archives to obtain the end item drawings, any major component drawings, and any associate characterization data.

11.2 GFM - Ammunition shipped to a contractors site will be shipped at Governments expense with available historical data, which may include Ammunition Data Cards, DD Form 1650. Due to the age and/or storage background of some of the assets, no historical data may be available. The method of transportation will be the most economical as determined by the Government. Initial delivery will be within ninety (90) to one hundred twenty (120) days after the SSP is approved and on-site visit has been completed and all necessary permits/licenses are in place. The contractor cannot begin demilitarization until they have an approved ADDP unless agreed upon by USG to limited amount for preoperational testing. GFM assets will be shipped to the contractor as a hazardous material or hazardous waste (HW). If the contractors demil process is a destructive process without resource recovery and recycling of energetic or components as allowed under the Military Munitions Rule, 40 CFR 266, then GFM assets will be shipped as HW.

11.3 As stated previously, the GFM listed in this solicitation is unserviceable, excess, and/or obsolete munitions. These assets range in physical condition from like new to unusable for their original intended purpose, (condition Codes A, B, C, D, E, F, G, H, and /or V if shipped as Hazardous Waste as detailed in SB742-1, Appendix C). The Government does not guarantee the physical, chemical, dimensional, or performance characteristics of any assets contained in this solicitation. Actual packaging configuration could change from existing outerpack due to deteriorating conditions.

11.4 Ammunition shall not be shipped to the contractors site unless they have a Safety Site Plan as defined in section 5.1 of this SOW, accepted by the Government safety and technical representative, and approved IAW DOD 4145.26M.

12.0 AMMUNITION RECEIPT/STORAGE/INVENTORY:

12.1 Secure Storage Facilities - The contractors shall, upon receipt of individual lots of ammunition, ensure that adequate storage facilities are available to secure all government material which may be provided to accomplish any task described herein. Storage facilities must meet requirements of DoD 5100.76M for categorized sensitive ammunition. Upon receipt, a review shall be made by the contractor to verify that all items shipped, or delivered, have been received. The contractor shall report inventory discrepancies to the PCO and cognizant DCMA representative in contractor format within 72 hours with a follow up report in writing. The report shall fully address the discrepancy and will be verified by the DCMA representative.

12.2 The contractor shall provide adequate, safe, and secure storage of the components and material per DOD 4145.26M, Contractor Safety Manual For Ammunition and Explosives until such time as they are sold or disposed of through an approved process at the contractors

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13.0 TRANSFER OF TITLE/END-USE CERTIFICATES/DEMILITARIZATION CERTIFICATES:

13.1 Record Keeping The contractor shall maintain adequate records for inspection by Government personnel confirming the date each lot and/or sub lot was demilitarized, the type/quantity of components and material recovered, and the method of disposal or reuse.

13.2 The contractor and subcontractors are responsible for obtaining and paying for any hazard classification/interim hazard classifications (including payment for special packaging instructions (SPI)) for all explosive material/subcomponents resulting from contractor demilitarization and disposal processes that will be transferred to subcontractors or sold to qualified buyers.

13.3 As required by DODI 4140.62, Material Potentially Presenting an Explosive Hazard, documentation of the determination of the materials explosives safety status must state either that the material does not present an explosive hazard (MDAS) and is consequently safe from an explosives safety perspective for transfer within or release from DoD control, or that it is hazardous with the known or suspected explosive hazards (MDEH).

13.3.1 The documentation of MDAS requires two (2) independent signatures by trained and certified personnel. Certification statement will read: The material listed on this form has been inspected or processed by DDESB-approved means, as required by DOD policy, and to the best of my knowledge and belief does not pose an explosive hazard.

13.3.1.1 The first signatory must be technically qualified and may be either a DoD employee or a DoD contractor. This signatory must have performed or witnessed the initial 100-percent inspection or DDESB-approved processing of the material.

13.3.1.2 The second signatory must be a technically qualified U.S. citizen who may be either a DoD employee or a DoD contractor. This signatory must have performed or witnessed the independent 100-percent re-inspection or conducted an independent quality assurance inspection of processed material using an approved sampling method.

13.3.1.3 Each signatory must ensure the chain of custody was maintained before signing the explosives safety documentation.

13.3.2 Documentation stating that the material has or is suspected to contain an explosives hazard, MDEH, requires only one signature for certification.

13.4 As required by DOD 4160.28-M Volume 3, a certification/verification statement attesting to completion of all demil operations by a contract official will be on the Certificate of Demilitarization (COD). The COD shall identify the ammunition items(s) by item description, the number of rounds and weight of rounds completely demilitarized. The contractor must add certification statement: I certify that the item(s) listed hereon has/have been demilitarized in accordance with DoD Manual 4160.28, Volume 3, Defense Demilitarization: Procedural Guidance, Category (list category), paragraph (list paragraph) and the following applicable regulation/contract (cite contract reference section) .

13.4.1 Certification. The certification shall be signed and dated by a DoD contracted person or a Government employee who actually performed or witnessed the DEMIL. The certificate shall be executed for all line items demilitarized.

13.4.2 Verification. The DEMIL certificate must be verified by a technically qualified DoD contracted person or a Government employee who witnessed the DEMIL of the material or inspected the residue. The individual who verifies the DEMIL should generally be at least in the next higher management or technical level to the initial certifying individual and must be a U.S. citizen.

13.5 The contractors shall generate Material Safety Data Sheets (MSDS), as applicable, IAW 29 CFR 1910.1200 for the hazardous/energetic material that will be sold to qualified buyers.

13.6 Title to the recovered HC smoke ammunition, material/components shall pass to the contractor upon completion of the COD as documented in the contractors technical proposal and ADDP. At that point, the contractor assumes complete responsibility and liability for the disposition of the recovered materials/components. The contractor shall hold the Government harmless from any liability for damages (consequential or otherwise) or injuries resulting from the contractors use or disposition of the components or materials.

13.7 All metallic components/packaging (excluding mutilated/inert scrap), explosives and propellant offered for resale shall be to licensed/permited buyers, as applicable, and shall require End Use Certification (EUC) as a condition of the sale. Additionally, IAW DODI 4140.62, a legible copy of the documentation of the determination of the materials explosives safety status, IAW 13.3, shall accompany the material. This documentation shall be maintained by the generating DoD Component and DoD Contractor for a period of at least three (3) years thereafter.

13.8 All metallic scrap (mutilated/inert scrap) and packaging/packing material generated by the demilitarization process(es), and offered for resale, require inert certification as a condition of sale.

13.9 Disposal of all material must take place within twelve (12) months of initial delivery. Contractor must inform Government of

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purchaser through the issuance of an End Use Certificate (EUC). These items may not be sold as or marketed as meeting DOD specifications.

13.10 End Use Certification shall consist of a signed statement from the purchaser as follows: It is hereby certified that (buyers name) will comply with all applicable, Federal, State, and local laws, ordinances, codes, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable Federal, State, and Local laws. This certification is made IAW and subject to the penalties of Title 18, Section 1001, of the United State Code, Crimes and Criminal Procedures. Contractor shall note on the EUC if the end user has taken possession or if the contractor will be storing the items.

13.11 Upon final disposition using a method other than reuse or recycle of any items containing energetic, which do not require an EUC IAW with paragraph 13.10, the contractor shall submit to the Contracting Officer a Destruction Certification that states the following:

We certify and verify that to the best of our knowledge and belief the property listed has been properly and legally disposed of and no longer poses a hazard to the public.

14.0 Progress Reports:

14.1 A monthly demil progress report delineating both quantity and short tons will be provided to the Government by the tenth of each month. The contractor shall prepare a monthly progress report to include, at a minimum, the following information: identify by both quantity and short tons of the ammunition disassembled during the reporting period include the National Stock Number (NSN), Part Number (PN), and Department of Defense Identification Code (DODIC). Only the quantity of complete rounds completely demilitarized during the period is to be reported. Partial rounds or rounds awaiting additional processing are not to be reported until meeting the definition of demilitarization. Reports are to be provided as long as there are tasks being executed under this contract. Submit report as specified in CDRL A006.

14.2 List the disposition of all material/components, packing, banding, pallets, and all other packaging materials arising out of the demilitarization of the HC smoke ammunition within the 12 month period as required by SOW paragraph 13.9.

14.3 The monthly report shall contain the percentage of all material/components, packing, banding, pallets, and all other packing materials recycled, reused or recovered.

15.0 Post-award Orientation

15.1 The contractor shall conduct a Post-award Orientation 60 days after contract award (ACA) to demonstrate an understanding of the work requirements. Presentations shall be in contractor format with agenda provided 30 days prior to the meeting for Government review and approval IAW CDRL A007. Meeting site, exact time and date shall be mutually agreed upon between the Government and contractor. The contractor shall prepare minutes in contractor format and distribute in electronic format no later than 10 days after completion of the meeting IAW CDRL A008. As part of the Post-award Orientation, the contractor shall submit a schedule that shall include major or critical subcontractor program activities, key events, and milestones.

*** END OF NARRATIVE C0001 ***

Regulatory Cite	Title	Date
C-1 52.211-4502 (ACC-RI)	TECHNICAL DATA PACKAGE INFORMATION, AND DISTRIBUTION AND DESTRUCTION OF RESTRICTED TECHNICAL DATA	NOV/2012

(a) Army Contracting Command - Rock Island (ACC-RI) will no longer make Technical Data Packages (TDPs) available for order via CD-ROMS. TDPs will be obtained electronically via the link(s) below which will direct you to the Federal Business Opportunities (FBO) website. You must have an FBO account prior to accessing any TDP(s). To register for an account in FBO, please visit <http://www.fbo.gov/index> and click on Register Now under Vendors/Citizens. The toll free FBO helpdesk phone number is (866) 606-8220 and for international (334) 20-7828. Vendors are responsible for placing correct information in FBO.

(b) You may need to use special software to view the documents that we post to the FBO. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. Additionally, some TDPs may require Lucent Viewer to view the TDP(s) which is available as freeware at: <http://www.ec-edi.com/>.

(c) The TDP(s) for this solicitation will be accessible via the FBO website (as described below) from the date of issue through the time specified in the solicitation for receipt of offers.

(d) FOR UNRESTRICTED TDPs:

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(1) TDPs for this solicitation are unrestricted and can be accessed electronically via the FBO website. The URL will take you to the CLINs web-located TDP. You must have an FBO account prior accessing the TDP.

(2) To access the TDP(s), click directly on the link provided below to be directed to the TDP. You may also copy and paste the link into your browser and hit the Enter key. You will be prompted for your FBO username and password prior to gaining access to the TDP.

CLIN: 0001 and 0002

TDP Link (URL): <https://www.fbo.gov/notices/6453b1754f1500cfb0b49edce2aff754>

(e) FOR RESTRICTED TDPs:

TDPs and any other related documents, if applicable, for this solicitation are restricted and can be accessed electronically via the FBO website, with valid contractor login credentials. TDPs and any other related documents are posted with various options, such as Restricted and Export Control. These additional controls are described below:

(1) Access to RESTRICTED TDPs

Technical Data Packages that have been marked as 'Restricted' can be accessed electronically via the FBO website, with valid contractor login credentials. TDPs that have been marked as 'Restricted' will require approval from the Contracting Officer prior to gaining access to the requested information. To request access click on the link(s) provided below, log in to FBO, click on the packages sub-tab and then click on the request explicit access button. Completion of a Use and Non-Disclosure Agreement may be required prior to gaining access to the TDP. Please allow 2-3 working days to process your request. You will receive a system generated email from FBO stating you have been granted permission for viewing or downloading the TDP items.

(2) Access to EXPORT CONTROL TDPs

(i) TDPs that have been marked as 'Export Control' can be accessed electronically via the FBO website, with valid contractor login credentials. In addition, to obtain access to these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS). If you do not have an approved DD 2345, Militarily Critical Technical Data Agreement on file with DLIS then you will not be able to access the TDP. To obtain certification, go to <http://www.logisticsinformationservice.dla.mil/jcp/>, click on documents and follow instructions provided. Processing time is estimated at five working days after receipt.

(ii) TDPs that have been marked as Export Control will require approval from the Contracting Officer prior to gaining access to the requested information. To request access click on the link(s) provided below, log in to FBO, click on the packages sub-tab, enter your Marketing Partner Identification Number (MPIN) and click on the request explicit access button. The requestor must be the "data custodian" that is listed on the DD 2345. Please allow 2-3 working days to process your request. If the company MPIN changes the user will be required to verify the MPIN again to gain access to Export Control TDP(s). Completion of a Use and Non-Disclosure Agreement may be required prior to gaining access to the TDP. You will receive a system generated email from FBO stating you have been granted permission for viewing or downloading the TDP items.

(iii) If multiple individuals in your company need access to the Export Control TDP for a solicitation, it can be obtained from your data custodian that is listed on the DD 2345.

(iv) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq.

CLIN: not applicable

TDP Link (URL): not applicable

(3) Further dissemination of Restricted TDPs must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(4) Upon completion of the purposes for which the Restricted technical data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

(f) Questions related to registration in FBO should be directed to <http://www.fbo.gov/index>. The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO. A user guide for FBO can be found at

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<http://www.fbo.gov/index> - on the right of the screen is User Guides - click on Vendor.

(End of clause)

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.245-4545 (ACC-RI)	MIL-STD-1916	OCT/2000

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

Regulatory Cite	Title	Date
F-1 52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2 52.242-15	STOP-WORK ORDER	AUG/1989
F-3 52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4 52.247-29	F.O.B. ORIGIN	FEB/2006
F-5 52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-6 52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7 52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8 52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-9 52.247-61	F.O.B.--ORIGIN--MINIMUM SIZE OF SHIPMENTS	APR/1984
F-10 252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-11 52.247-4504 (ACC-RI)	TRANSPORTATION SECURITY REQUIREMENTS	FEB/2010

(a) Supplies procured or furnished under this contract/subcontract, which are qualified as sensitive in accordance with DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Hazard Class 1 Explosives 1.3 G / 1.4 G, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DOD security standard for the applicable sensitive category or explosive class identified under DOD 5100.76-M and DOD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management District/Area Operations (DCMD/DCMAO) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of Clause)

(FS6115)

F-12 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS FEB/2006

(a) The term f.o.b. origin, with differentials, as used in this clause, means --

(1) Free of expense to the Government delivered --

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carriers wharf (at shipside, within reach of the ships loading tackle, when the shipping point is within a port area having water transportation service) or the carriers freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

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Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractors offer may be added to the contract price.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carriers conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods --

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carriers conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show --

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government; and

(vi) The signature of the carriers agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) (1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractors plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offerors lowest cost when the offeror ships for the offerors account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractors invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractors shipping plant or point to carriers facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offerors differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

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 (carload, truckload, less-load, wharf, flatcar, driveaway, etc.)

(End of Clause)

F-13 52.247-4531 COGNIZANT TRANSPORTATION OFFICER SEP/2007
(ACC-RI)

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions (Government Bill(s) of Lading/Export or FMS Shipment), in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-14 52.247-4551 SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)
(ACC-RI)

MAY/2015

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlet, Circular and Rules may be procured from the Bureau of Explosives, AAR Publications P.O. BOX 11130 Pueblo, CO 81001. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, BOE Publications PO BOX 1020 Sewickley, PA 15143-1020 or by email a mailto:boeorders@abdintl.com. U.S. Army Defense Ammunition Center and School (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Headquarters, 950 North Glebe Road, Suite 210, Arlington, VA 22203-4181. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army

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Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ AMS CD/					OBLIGATED
LINE	MIPR/	OBLG	JO NO/	ACRN	AMOUNT
ITEM	GFEBs ATA	STAT	ACCT ASSIGN		
0001AA	HI4D4206M2	2	A.0017220.1.12	AA	\$ 2,795,727.76
0002AA	HI4D4206M2	2	A.0017220.1.12	AA	\$ 3,875,568.00
				TOTAL	\$ 6,671,295.76

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED
AA	021 201420162034 A5XBG EP1800AASDE	AMOUNT
AA	021 201420162034 A5XBG EP1800AASDE	252H L036028549 A.0017220.1.12
		021001 \$ 6,671,295.76
		TOTAL \$ 6,671,295.76

LINE	ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED
0001AA	AA	021 201420162034	A5XBG EP1800AASDE	252H L036028549 A.0017220.1.12
0002AA	AA	021 201420162034	A5XBG EP1800AASDE	252H L036028549 A.0017220.1.12

Regulatory Cite _____ Title _____ Date _____

G-1 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS MAY/2013

(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo S/S

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Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

S2401A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	W52P1J
Admin DoDAAC	S2401A
Inspect By DoDAAC	S2401A
Ship To Code	W52P1J
Ship From Code	N/A
Mark For Code	N/A
Service Approver {DoDAAC}	N/A
Service Acceptor {DoDAAC}	N/A
Accept at Other DoDAAC	S2401A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Bridget.L.Kramer.civ@mail.mil; Donna.S.Ponce.Civ@mail.mil; and Scott.Fretheim@dcma.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

1-866-618-5988

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

{End of clause}

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.245-4506 (ACC-RI)	GOVERNMENT FURNISHED PROPERTY	OCT/1994

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 0002, Base Year Asset List, of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in schedule B of this document.

(c) If the property is not received in accordance with the schedule set forth in schedule B of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-3 52.203-4501 OPERATIONS SECURITY (OPSEC) REQUIREMENTS JAN/2011
(ACC-RI)

1. As defined in Army Regulation (AR) 530-1, Operations Security (OPSEC), sensitive information is information requiring special protection from disclosure that could cause compromise or threat to our national security, an Army organization, activity, family member, DA civilian or DoD contractor. Critical Information is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the United States. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All critical information is sensitive, but not all sensitive information is critical.

2. The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted. Contractor employees who are U.S. citizens shall be provided access to sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employees access to information will be limited to non-sensitive information. FN access to sensitive information will be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract.

3. The Contracting Officer will provide the Contractor with a list of known Critical Information (CI) pertinent to contract requirements and threat information pertinent to contract location as soon as possible after contract award. Critical Information and threat information shall be used by the Contractors appointed OPSEC Manager to prepare an OPSEC Plan.

4. The Contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the contract. The Contractor shall prepare and submit a written OPSEC Plan to the Contracting Officer for approval IAW DD 1423/DI-MGMT-80934C within 30 calendar days after receipt of the CI/threat information addressed in Paragraph 3 above. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 10 days of receipt.

5. The Contractor shall conduct annual self-assessments of their OPSEC program and submit annual written assessments to the Contracting Officer in the anniversary month of contract award. OPSEC Assessment checklists and sample assessment responses will be provided in advance by the Government as tools to aid the Contractor in assessing their OPSEC program.

6. The Contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information, and annually thereafter.

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Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC

7. The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction.

8. These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

(End of Clause)

HS7001

H-4 52.223-4556 · DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING JUN/1999
(ACC-RI) CONTRACT COMPLETION OR TERMINATION

The following requirements apply to Government-Furnished Material (GFM) Ammunition and Explosives (A&E). All A&E are potentially hazardous and tend toward less stability with the passage of time. In particular, A&E containing nitrocellulose-based components (such as propellants) or nitrate ester-based components (such as nitroglycerine) loses stability with time.

(a) Within 30 days of completion or termination of the contract, the contractor shall request disposition instructions from the contracting officer for any residual GFM A&E, regardless of condition. The condition of all such GFM A&E, identified by contract number, and NSN or part number, will be indicated in the request. The contracting officer shall provide disposition instructions to the contractor within 90 days of the request.

(b) If the contractor has the capability to dispose of these materials at its facility and is instructed to dispose of the materials through disposition instructions, the contractor shall provide notification to the contracting officer of the destruction of the materials. The notification shall include the contract number, NSN or part number, lot number, nomenclature, and quantity or weight of materials destroyed, and the date of destruction.

(c) The contractor shall manage (to include the treatment, storage and disposal of) all GFM A&E in accordance with all applicable state and federal regulations.

(End of clause)

(HS7500)

H-5 52.242-4591 · CONTRACTOR PERFORMANCE INFORMATION DEC/2005
(ACC-RI)

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS S142.1503-90. The Department of Defense (DoD) Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in

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AFARS 5142.1503-90.

(End of clause)

(HS7015)

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Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

Regulatory Cite	Title	Date
I-1 52.202-1	DEFINITIONS	NOV/2013
I-2 52.203-3	GRATUITIES	APR/1984
I-3 52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5 52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-11 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-13 52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-14 52.210-1	MARKET RESEARCH	APR/2011
I-15 52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16 52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17 52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18 52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19 52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-20 52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21 52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-22 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERN	OCT/2014
I-23 52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-24 52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-25 52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
I-26 52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-27 52.222-26	EQUAL OPPORTUNITY	APR/2015
I-28 52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-29 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-30 52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL/2014
I-31 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-32 52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR/2015
I-33 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-34 52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-35 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-36 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-37 52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-38 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-39 52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-40 52.232-1	PAYMENTS	APR/1984
I-41 52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42 52.232-11	EXTRAS	APR/1984
I-43 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-44 52.232-25	PROMPT PAYMENT	JUL/2013
I-45 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-46 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013

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I-47 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-48 52.233-1	DISPUTES	MAY/2014
I-49 52.233-3	PROTEST AFTER AWARD	AUG/1996
I-50 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-51 52.242-13	BANKRUPTCY	JUL/1995
I-52 52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-53 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	APR/2015
I-54 52.245-1	GOVERNMENT PROPERTY	APR/2012
I-55 52.245-9	USE AND CHARGES	APR/2012
I-56 52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-57 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-58 52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-59 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-60 52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-61 52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62 252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-63 252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-64 252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-65 252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-66 252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-67 252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-68 252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69 252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-70 252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	AUG/2015
I-71 252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-72 252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2014
I-73 252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-74 252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-75 252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-76 252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-77 252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MONITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-78 252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-79 252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-80 252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERN	SEP/2004
I-81 252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-82 252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-83 252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-84 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-85 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-86 252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-87 252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-88 252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-89 252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-90 252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAR/2015
I-91 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-92 252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-93 52.217-7	OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM	MAR/1989

A. The Government may require the demil CLIN 0001 and CLIN 0002, as identified in Attachment 0001, Heritage's Price Spreadsheet, as an option item, for the quantity and at the price stated in Attachment 0001. The Contracting Officer may exercise the option by written notice to the Contractor via email. Demil of added items shall continue at the same monthly demil rate that like items are called for under the contract, unless the parties otherwise agree.

B. On CLIN 0001 the Government anticipates the following quantities for each option period:

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Base Year- not to exceed 736,050 each
OY1- not to exceed 736,050 each
OY2- not to exceed 736,050 each

Total combined quantity, for base year and all options, will not exceed 2,208,150 each on CLIN 0001.

C. On CLIN 0002 the Government anticipates the following quantities for each option period:

Base Year - not to exceed 78,196 each
OY1- not to exceed 78,196 each
OY2- not to exceed 78,196 each

Total combined quantity, for base year and all options, will not exceed 234,588 each on CLIN 0002.

D. The Government reserves the right to exercise options up to the maximum aggregate quantities available in the base period and the two OY without regard to actual OY period. As requirements dictate, options can be exercised on one or more occasions as long as the total maximum for each option listed above in B and C are not exceeded.

(End of Clause)

I-94 252.203-7004 DISPLAY OF HOTLINE POSTER(S)

JAN/2015

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d) (1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at: http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d) (1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

I-95 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

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NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
HC Smoke Canister	1315003833889	4/IV
	1315010216049	4/IV
	1320003833890	4/IV
	1320003833891	4/IV
HC Smoke Pots (ground)	1365002198512	4/IV
	1365005985207	4/IV
	1365005420464	4/IV
	1365003102657	4/IV
HC Smoke Pots (floating)	1365005985220	4/IV
	1365010961455	4/IV

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier?

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

I-96 52.217-4080 EVALUATED OPTION FOR INCREASED QUANTITY (F.O.B. ORIGIN)
(ACC-RI)

MAR/2009

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) HC Smoke Canisters (CLIN 0001) and HC Smoke Pots (CLIN 0002) by a quantity of up to and including, but not exceeding, One hundred (100) percent per year, per CLIN, as an evaluated option at the price(s) quoted on the attached pricing matrix.
- c. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 1095 Days after award by giving written notice to the Contractor.
- e. Delivery of the item(s) added by exercise of this option shall continue immediately after, and at the same rate as delivery of like item(s) called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are: ON ATTACHED PRICE MATRIX

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Varying prices may be offered for the option quantities actually ordered and the dates when ordered. Inasmuch as the unit price for the basic quantity may contain startload, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(IS6080)

(End of Clause)

I-97

52.203-13

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

APR/2010

(a) Definitions. As used in this clause--

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

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(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

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(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b) (3) (ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-98

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation.

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that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-99

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No.
(If none, insert None)

Material will be shipped by U.S. Government. See Attachment 0002 Base Year Asset List

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

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(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-100 52.252-2 CLAUSES INCORPORATED BY REFERENCE

FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or
<http://farsite.hill.af.mil/VFAFARa.HTM>

(End of Clause)

I-101 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-102 252.223-7001 HAZARD WARNING LABELS

DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetic Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-15-C-0088

MOD/AMD

Page 36 of 37

Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

{End of clause}

I-103 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE
(ACC-RI)

FEB/1993

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

{End of clause}

(IS7025)

I-104 52.247-4544 TRANSPORTATION CONTAINERIZATION
(ACC-RI)

SEP/2007

If production quantities require containerization for shipment to destination the following will apply:

(a) Containerization of shipments will be accomplished utilizing only 20 foot long American National Standards Institute/International Organization for Standardization (ANSI/ISO) freight containers, and/or 20 foot MILVANS which bear, in addition to a manufacturer's data plate, a CONVENTION FOR SAFE CONTAINERS (CSC) SAFETY APPROVAL PLATE. Shipment is to be placed in a serviceable, ammunition-grade container IAW with the latest revision of "Mil-Handbook 138-B" and "IMDG Ammunition Grade Guidance 7.4.6".

(b) The contractor will be liable to the Government for any loss or damage resulting from improper source stuffing, utilization of containers, or failure to comply with the containerization requirements of the contract. The contractor will also be liable for any additional costs accrued due to use of other than 20 foot long ANSI/ISO freight containers, and/or 20 foot MILVANS.

{End of clause}

(IS7011)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-15-C-0088

MOD/AMD

Page 37 of 37

Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	01-MAY-2014	004	
Attachment 0001	HERITAGE'S PRICE MATRIX	02-SEP-2015	002	
Attachment 0002	BASE YEAR ASSET LIST	04-SEP-2015	002	
Attachment 0003	GOVERNMENT POC LISTING	04-SEP-2015	001	
Attachment 0004	OPERATIONS SECURITY PLAN (OPSEC)	19-MAY-2014	016	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Firm Fixed Price	Page 1 Of 5
2. Amendment/Modification No. P00002	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)	
6. Issued By ARMY CONTRACTING COMMAND - RI BRIDGET L. KRAMER ROCK ISLAND, IL 61299-8000 BLDG 60 & 62		7. Administered By (If other than Item 6) DCMA TWIN CITIES 5600 WEST AMERICAN BOULEVARD SUITE 600 BLOOMINGTON MN 55401		Code S2401A
EMAIL: BRIDGET.L.KRAMER.CIV@MAIL.MIL				
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) HERITAGE DISPOSAL AND STORAGE, LLC 345 S 80TH RD ALDA, NE 68810-0250				
Code 30KC4	Facility Code	9A. Amendment Of Solicitation No. 9B. Dated (See Item 11)		
10A. Modification Of Contract/Order No. WS2P1J-15-C-0088 10B. Dated (See Item 13) 2015SEP18				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR
 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE
 SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change
 may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening
 hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

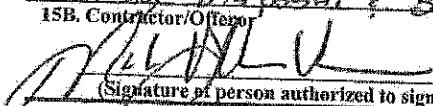
<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	43.103(a)(3)
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) MARK ALLEN VESS, President Heritage Disposal & Storage, LLC	16A. Name And Title Of Contracting Officer (Type or print) DONNA S. PONCE DONNA. S. PONCE.CIV@MAIL.MIL (309) 782-4835
15B. Contractor/Offeror 	15C. Date Signed 27 DEC 2016
NSN 7544-01-152-8070 PREVIOUS EDITIONS UNUSABLE	16B. United States Of America By _____ (Signature of Contracting Officer)
16C. Date Signed	

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN W52P1J-15-C-0088	Page 2 of 5 MOD/AMD P00002
Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC		
SECTION A - SUPPLEMENTAL INFORMATION		

Buyer Name: BRIDGET L. KRAMER
Buyer Office Symbol/Telephone Number: CCRC-AC/(309) 782-0896
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Kind of Modification: G
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: B

Paying Office: HQ0339
DFAS-COLUMBUS CENTER
DFAS-CO WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
COLUMBUS, OH 43218-2381

*** End of Narrative A0000 ***

The purpose of Modification, P00002, to Contract W52P1J-15-C-0088 is to incorporate changes:

1. CLIN 0001AA DEL Date in Section B is hereby revised from 16 Sep 2017 to 30 Sep 2019. This change is due to the time needed for Heritage to get all necessary permits in place and all CDRs completed and approved. This extension was approved during the Program Management Review which was held on 17 November 2016.
2. CLIN 0002AA DEL Date in Section B is hereby revised from 16 Sep 2017 to 30 Sep 2019. This change is due to the time needed for Heritage to get all necessary permits in place and all CDRs completed and approved. This extension was approved during the Program Management Review which was held on 17 November 2016.
3. Demil shall start no later than 30 September 2018. As stated in Section A, paragraph 8, of the contract all demilitarization must be completed within 12 months after receipt of GFM.
4. CLINs 0001AA and 0002AA Ship To Code is hereby established as CDAU6D.
5. Attachment 0003 - Government POC Listing has been updated due to a newly appointed Executive Director for ACC-RT.
6. Modification P00002 is at no cost to either party.
7. All other terms and conditions of contract W52P1J-15-C-0088 remain unchanged.

*** END OF NARRATIVE A0000 ***



CONTINUATION SHEET		Reference No. of Document Being Continued PIIN/SIIN W52P1J-15-C-0088 MOD/AMD P00002				Page 3 of 5
Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC						
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS					
0001	Demil HC Smoke NSN: 9999-99-999-9999					
0001AA	<u>HC SMOKE CANISTERS</u> COMMODITY NAME: Demil HC Smoke CLIN CONTRACT TYPE: Firm Fixed Price PRON: HI4D4206M2 PRON AMD: 02 ACRN: AA PSC: 1310 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52P1J4132A100 Y00000 M 3 DRL REL CD QUANTITY DRL DATE 001 50 30-SEP-2019 FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.		EA	\$ [REDACTED]	\$ 2,795,727.76	M
0002	Demil HC Smoke NSN: 9999-99-999-9999					
0002AA	<u>HC SMOKE POTS</u> COMMODITY NAME: Demil HC Smoke CLIN CONTRACT TYPE: Firm Fixed Price PRON: HI4D4206M2 PRON AMD: 02 ACRN: AA PSC: 1310		EA	\$ [REDACTED]	\$ 3,875,568.00	M

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-15-C-0088

MOD/AMD P00002

Page 4 of 5

Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INVESTIGATION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><thead><tr><th>DOC</th><th>SUPPL</th></tr></thead><tbody><tr><td>REL CD</td><td>MILSTRIP</td></tr><tr><td>001</td><td>W52P1J4132A100</td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td></tr><tr><td>001</td><td>■■■■■</td></tr></tbody></table> <p><u>FOB POINT:</u> Origin</p> <p><u>SHIP TO:</u></p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><i>m</i></p>	DOC	SUPPL	REL CD	MILSTRIP	001	W52P1J4132A100	DEL REL CD	QUANTITY	001	■■■■■				
DOC	SUPPL														
REL CD	MILSTRIP														
001	W52P1J4132A100														
DEL REL CD	QUANTITY														
001	■■■■■														

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SIN W52PIJ-15-C-0088

MOD/AMD P00002

Page 5 of 5

Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0003	GOVERNMENT POC LISTING	28-NOV-2016	001	

Army Contracting Command - Rock Island

Government Point of Contact (POC) Attachment

Contract #: W52PJ-15-C-0088

Title	Name	Phone #	E-mail
Contract Specialist	Bridget Kramer	309-782-0896	Bridget.L.Kramer.Civ@mail.mil
Procuring Contracting Officer (PCO)	Donna Ponce	309-782-4535	Donna.S.Ponce.Civ@mail.mil
Branch Chief	Kevin Sommer	309-782-2706	Kevin.S.Sommer.civ@mail.mil
Division Chief	Carolyn Young	309-782-8565	Carolyn.M.Young6.civ@mail.mil
Deputy Executive Director	Amy J. Hayden	309-782-7564	amy.j.hayden.civ@mail.mil
Executive Director	Jay T. Carr	309-782-1999	jay.t.carr.civ@mail.mil

Yours
Note: Communication with the Government should start at the lowest possible level.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Item Fixed Price	Page 1 Of 2								
2. Amendment/Modification No. P00003	3. Effective Date 2017OCT25	4. Requisition/Purchase Req No. <small>SEE SCHEDULE</small>	5. Project No. (If applicable)										
6. Issued By ARMY CONTRACTING COMMAND - RI BRIDGET L. KRAMER ROCK ISLAND, IL 61299-8000 BLDGs 60 & 62	Code W52P1J	7. Administered By (If other than Item 6) DCMA TWIN CITIES 5600 WEST AMERICAN BOULEVARD SUITE 600 BLOOMINGTON MN 55401	Code S2401A										
<small>EMAIL: BRIDGET.L.KRAMER.CIV@MAIL.MIL</small>													
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) HERITAGE DISPOSAL AND STORAGE, LLC 345 S 80TH RD ALCA, NE 68810-0250			<table border="1"> <tr> <td><input type="checkbox"/></td> <td>9A. Amendment Of Solicitation No.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>9B. Dated (See Item 11)</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>10A. Modification Of Contract/Order No. W52P1J-15-C-0088</td> </tr> <tr> <td><input type="checkbox"/></td> <td>10B. Dated (See Item 13) 2015SEP18</td> </tr> </table>			<input type="checkbox"/>	9A. Amendment Of Solicitation No.	<input type="checkbox"/>	9B. Dated (See Item 11)	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-15-C-0088	<input type="checkbox"/>	10B. Dated (See Item 13) 2015SEP18
<input type="checkbox"/>	9A. Amendment Of Solicitation No.												
<input type="checkbox"/>	9B. Dated (See Item 11)												
<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-15-C-0088												
<input type="checkbox"/>	10B. Dated (See Item 13) 2015SEP18												
Code 30KCA	Facility Code												

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR
 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE
 SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change
 may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening
 hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 16A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a) (3)	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) MARGE A. LANSING, President Heritage Disposal & Storage LLC	15C. Date Signed 24 Oct 2017	16A. Name And Title Of Contracting Officer (Type or print) CARRIE B. LANSING CARRIE B. LANSING.CIV@MAIL.MIL (309) 782-7636	16C. Date Signed 2017OCT25
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 24 Oct 2017	16B. United States Of America By Carrie B. Lansing (Signature of Contracting Officer)	16C. Date Signed 2017OCT25

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Digital signature of LANSING, CARRIE B. 1275434783
DOD GSA, U.S. Government, GSA-DOD-CG-PI0, ou-usa
carrie.b.lansing.CIV@MAIL.MIL
Date: 2017-10-25 22:05:39-0500

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-15-C-0088

MOD/AMD P00003

Page 2 of 2

Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: BRIDGET L. KRAMER

Buyer Office Symbol/Telephone Number: CCRC-AC/(309)782-0896

Type of Contract 1: Firm Fixed Price

Kind of Contract: Supply Contracts and Priced Orders

Kind of Modification: C

Type of Business: Other Small Business Performing in U.S.

Surveillance Criticality Designator: B

Paying Office: HQ0339

DFAS-COLUMBUS CENTER

DFAS-CO WEST ENTITLEMENT OPERATIONS

P.O. BOX 182317

COLUMBUS, OH 43218-2381

*** End of Narrative A0000 ***

1. The purpose of modification, P00003, to contract W52P1J-15-C-0088 is to revise the Option Years (OYs) as follows:

OY 1 16 September 2018 thru 15 September 2019

OY 2 16 September 2019 thru 15 September 2020

2. Modification P00002 extended the Performance Completion date for the base year. However, the U.S. Government inadvertently did not revise the OYs at that time to reflect the changes made to the base year.

3. Modification P00003 is at no cost to either party.

4. All other terms and conditions of the contract remain unchanged.

*** END OF NARRATIVE A0009 ***

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm Fixed Price	Page 1 Of 9
2. Amendment/Modification No. F00004	3. Effective Date 2018 JUL 18	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)		
6. Issued By ARMY CONTRACTING COMMAND - RI BRIDGET L. KRAMER ROCK ISLAND, IL 61299-8000 BLDGs 60 & 62	Code W52P1J	7. Administered By (If other than Item 6) DCMA TWIN CITIES 5600 WEST AMERICAN BOULEVARD SUITE 600 BLOOMINGTON MN 55401	Code S2401A		
EMAIL: BRIDGET.L.KRAMER.CIVGMAIL.MIL					
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) HERITAGE DISPOSAL AND STORAGE, LLC 345 S 80TH RD ALDA, NE 68810-0250				9A. Amendment Of Solicitation No. <input type="checkbox"/>	
				9B. Dated (See Item 11) <input type="checkbox"/>	
				10A. Modification Of Contract/Order No. W52P1J-15-C-0088 <input checked="" type="checkbox"/>	
				10B. Dated (See Item 13) 2015SEP18	
Code 30KC4	Facility Code				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR
 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE
 SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change
 may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening
 hour and date specified.

12. Accounting And Appropriation Data (If required)

ACRN: AA NET INCREASE: \$.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

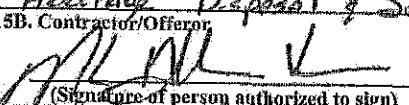
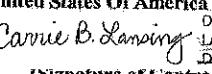
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set For In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 52.243-1, Changes - Fixed Price	
<input type="checkbox"/> D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) Mark L. Allen, Vice President Heritage Disposal & Storage	16A. Name And Title Of Contracting Officer (Type or print) CARRIE B. LANSING CARRIE.B.LANSING.CIVGMAIL.MIL (309) 782-7636
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 18 JUL 2018
15D. Date Signed 2018 JUL 18	16B. United States Of America By  (Signature of Contracting Officer)
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE	30-105-02 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 9
	PLIN/SIIN W52P1J-15-C-0088	MOD/AMD P00004
Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: BRIDGET L. KRAMER
Buyer Office Symbol/Telephone Number: CCRC-AR/(309) 782-0896
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Kind of Modification: C
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: B

Paying Office: HQ0339
DFAS - COLUMBUS CENTER
WEST ENTITLEMENT OPERATIONS
P O BOX 182317
COLUMBUS OH 43218-2317

*** End of Narrative A0000 ***

1. The purpose of modification P00004 to contract W52P1J-15-C-0088 is to break out the Contract Line Item Number (CLIN) structure to allow payment for the Safety Site Plan (SSP) and Ammunition Demilitarization and Disposal Plan (ADDP). Therefore, the following CLIN structure will be incorporated into this modification:

CLIN	Item	Quantity	Unit Price	Total Price	Comments
0001AA	Certificate of Demil (COD) for HC Smoke Canisters	[REDACTED]	[REDACTED]	\$2,235,572.92	[REDACTED]
0001AB	End Use Certificate / Destruction Certificate (DC) for HC Smoke Canisters	[REDACTED]	[REDACTED]	\$277,554.20	[REDACTED]
0002AA	COD for HC Smoke Pots	[REDACTED]	[REDACTED]	\$3,100,700.00	[REDACTED]
0002AB	EUC / DC for HC Smoke Pots	[REDACTED]	[REDACTED]	\$387,434.00	[REDACTED]
0003AA	SSP	[REDACTED]	[REDACTED]	\$335,017.32	[REDACTED]
0003AB	ADDP	[REDACTED]	[REDACTED]	\$335,017.32	[REDACTED]
Total				\$6,671,295.76	[REDACTED]

*Due to rounding these numbers are slightly higher than 5% of the contract award.

2. As a result of this modification, the total contract value remains unchanged at \$6,671,295.76.

3. All other terms and conditions of the contract remain unchanged.

*** END OF NARRATIVE A0010 ***

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CONTINUATION SHEET		Reference No. of Document Being Continued PIIN/SIIN W52P1J-15-C-0088 MOD/AMD P00004				Page 3 of 9	
Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC							
ITEM NO	SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS						
0001	Demil HC Smoke NSN: 9999-99-999-9999						
0001AA	<u>HC SMOKE CANISTERS</u> COMMODITY NAME: Demil HC Smoke CLIN CONTRACT TYPE: Firm Fixed Price FROM: HI4D4206M2 PROM AMD: 02 ACRN: AA PSC: 1310 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TF CD 001 W52P1J4132A100 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 [REDACTED] 30-SEP-2019 FOB POINT: Origin SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. Billing instructions: This CLIN is funded for demilitarization of HC Smoke canisters at a unit price of [REDACTED]. This CLIN is funded for [REDACTED] of that unit price which is [REDACTED] each for [REDACTED] units, for a total CLIN value of \$2,235,572.92. The contractor shall bill for the amount of units completed during the billing period at the unit price per unit. Unit of Measure: each Unit price: [REDACTED] each (End of narrative F002)	[REDACTED]	EA	\$ [REDACTED]	\$ 2,235,572.92		

CONTINUATION SHEET		Reference No. of Document Being Continued PIIN/SIIN W52P1J-15-C-0088 MOD/AMD P00004				Page 4 of 9	
Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC							
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
0001AB	<p><u>EUC / DC FOR HC SMOKE CANISTERS</u></p> <p>COMMODITY NAME: EUC / DC FOR HC SMOKE CANISTERS CLIN CONTRACT TYPE: Firm Fixed Price PRON: HI4D4206M2 PRON AMD: 02 ACRN: AA PSG: 1320</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52P1J4132A100 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 [REDACTED] 30-SEP-2019</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Billing instructions: The demilitarization of HC Smoke Canisters was awarded at a unit price of [REDACTED]. This CLIN is funded for [REDACTED] of that unit price which is [REDACTED] each for [REDACTED] units, for a total CLIN Value of \$277,554.20. The contractor shall bill for the amount of units completed during the billing period at the unit price per unit.</p> <p>Unit of Measure: each</p> <p>Unit price: [REDACTED] each (End of narrative FD01)</p>	[REDACTED]	EA	\$ [REDACTED]	\$ 277,554.20		
0002	Demil HC Smoke NSN: 9999-99-999-9999	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
0002AA	<u>HC SMOKE POTS</u>	[REDACTED]	EA	\$ [REDACTED]	\$ 3,100,700.00		

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CONTINUATION SHEET		Reference No. of Document Being Continued PIIN/SIIN W52P1J-15-C-0088 MOD/AMD P00004				Page 5 of 9																					
Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC																											
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																						
	<p>COMMODITY NAME: Demil HC Smoke CLIN CONTRACT TYPE: Firm Fixed Price PRON: HI4D4206M2 PRON AMD: 02 ACRN: AA PSC: 1310</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DOC</th> <th>SUPPL</th> </tr> </thead> <tbody> <tr> <td>REL CD</td> <td>MILSTRIP</td> </tr> <tr> <td>001</td> <td>W52P1J4132A100</td> </tr> <tr> <td>DEL REL CD</td> <td>ADDR</td> </tr> <tr> <td>001</td> <td>Y00000</td> </tr> <tr> <td>SIG CD</td> <td>M</td> </tr> <tr> <td>MARK FOR</td> <td>3</td> </tr> <tr> <td>TP CD</td> <td></td> </tr> <tr> <td>QUANTITY</td> <td>DEL DATE</td> </tr> <tr> <td></td> <td>30-SEP-2019</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Billing instructions:</p> <p>This CLIN is funded for demilitarization of HC Smoke pots at a unit price of [REDACTED] This CLIN is funded for [REDACTED] of that unit price which is [REDACTED] each for [REDACTED] units, for a total CLIN Value of \$3,100,700.00. The contractor shall bill for the amount of units completed during the billing period at the unit price per unit.</p> <p>Unit of Measure: each</p> <p>Unit price: [REDACTED] each</p> <p>(End of narrative F002)</p>	DOC	SUPPL	REL CD	MILSTRIP	001	W52P1J4132A100	DEL REL CD	ADDR	001	Y00000	SIG CD	M	MARK FOR	3	TP CD		QUANTITY	DEL DATE		30-SEP-2019						
DOC	SUPPL																										
REL CD	MILSTRIP																										
001	W52P1J4132A100																										
DEL REL CD	ADDR																										
001	Y00000																										
SIG CD	M																										
MARK FOR	3																										
TP CD																											
QUANTITY	DEL DATE																										
	30-SEP-2019																										
0002AB	EUC / DC FOR HC SMOKE POTS	[REDACTED]	EA	\$ [REDACTED]	\$ 387,434.00																						
	<p>COMMODITY NAME: EUC / DC FOR HC SMOKE POTS CLIN CONTRACT TYPE: Firm Fixed Price PRON: HI4D4206M2 PRON AMD: 02 ACRN: AA PSC: 1365</p>																										

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CONTINUATION SHEET		Reference No. of Document Being Continued PIIN/SIIN W52P1J-15-C-0088 MOD/AMD P00004				Page 6 of 9	
Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC							
ITEM NO	SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	Packaging and Marking						
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin						
	Deliveries or Performance DOC SUPPLY REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52P1J4132A100 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 [REDACTED] 30-SEP-2019						
	FOB POINT: Origin						
	SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.						
	Billing instructions: The demilitarization of HC Smoke Pots was awarded at a unit price of [REDACTED]. This CLIN is funded for [REDACTED] of that unit price which is [REDACTED] each for [REDACTED] units, for a total CLIN Value of \$387,434.00. The contractor shall bill for the amount of units completed during the billing period at the unit price per unit.						
	Unit of Measure: each						
	Unit price: [REDACTED] each						
	(End of narrative P001)						
0003	SAFETY SITE PLAN NSN: 9999-99-999-9999						
0003AA	SAFETY SITE PLAN COMMODITY NAME: SAFETY SITE PLAN CLIN CONTRACT TYPE: Firm Fixed Price PRON: HI4D4206M2 PRON AMD: 02 ACRN: AA PSC: 1320			EA	\$ [REDACTED]	\$ 335,017.32	

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CONTINUATION SHEET		Reference No. of Document Being Continued PIIN/SIIN W52PJ-15-C-0088 MOD/AMD P00004				Page 7 of 9																							
Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC																													
ITEM NO	SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT																							
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination																												
	<u>Deliveries or Performance</u> DOC SUPPL <table border="1"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td>W52PJ-4132A100</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> <tr> <td>DEL REL CD</td> <td></td> <td>QUANTITY</td> <td></td> <td>DEL DATE</td> <td></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td>30-SEP-2019</td> <td></td> </tr> </table> <u>FOB POINT</u> : Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52PJ-4132A100	Y00000	M		3	DEL REL CD		QUANTITY		DEL DATE		001				30-SEP-2019					
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																								
001	W52PJ-4132A100	Y00000	M		3																								
DEL REL CD		QUANTITY		DEL DATE																									
001				30-SEP-2019																									
	The contractor is eligible to invoice for of the total award amount once the SSP for Heritages facility has been approved by the Contracting Officer. The SSP will be a one-time payment upon approval of the SSP. The contractor will not be paid for any future revisions of the SSP. If an additional SSP is required for an additional location, the contractor will not be paid for the additional SSP.																												
	(End of narrative P001)																												
0003AB	<u>AMMUNITION DEMIL AND DISPOSAL PLAN</u> COMMODITY NAME: AMMUNITION DEMIL AND DISPOSAL CLIN CONTRACT TYPE: Firm Fixed Price PRON: HI4D4206M2 PRON AMD: 02 ACRN: AA PSC: 1320		EA	\$ 	\$ 335,017.32																								
	<u>Description/Specs./Work Statement</u> TOP DRAWING NR: PLAN																												
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination																												
	<u>Deliveries or Performance</u> DOC SUPPL																												

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CONTINUATION SHEET		Reference No. of Document Being Continued PIIN/SIIN W52P1J-15-C-0088 MOD/AMD P00004						Page 8 of 9																																									
Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC																																																	
ITEM NO	SUPPLIES/SERVICES						QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
	<table><tr><td>REL_CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG_CD</td><td>MARK FOR</td><td>TP_CD</td><td></td><td></td><td></td><td></td></tr><tr><td>001</td><td>W52P1J4132A100</td><td>Y00000</td><td>M</td><td></td><td>3</td><td></td><td></td><td></td><td></td></tr><tr><td>DEL_REL_CD</td><td></td><td>QUANTITY</td><td></td><td>DEL_DATE</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>001</td><td></td><td></td><td>30-SEP-2019</td><td></td><td></td><td></td><td></td><td></td></tr></table>	REL_CD	MILSTRIP	ADDR	SIG_CD	MARK FOR	TP_CD					001	W52P1J4132A100	Y00000	M		3					DEL_REL_CD		QUANTITY		DEL_DATE							001			30-SEP-2019													
REL_CD	MILSTRIP	ADDR	SIG_CD	MARK FOR	TP_CD																																												
001	W52P1J4132A100	Y00000	M		3																																												
DEL_REL_CD		QUANTITY		DEL_DATE																																													
	001			30-SEP-2019																																													
	FOB POINT: Destination																																																
	SHIP TO:																																																
	(Y00000)	SHIPPING INSTRUCTIONS FOR CONSIGNEE																																															
		(SHIP-TO) WILL BE FURNISHED PRIOR																																															
		TO THE SCHEDULED DELIVERY DATE FOR																																															
		ITEMS REQUIRED UNDER THIS																																															
		REQUISITION.																																															
	The contractor is eligible to invoice for 3 of the total award amount once all applicable ADDPs have been accepted by the Contracting Officer. The ADDP will be a one-time payment upon acceptance of the ADDPs. The contractor will not be paid for any future revisions of the ADDPs.																																																
	(End of narrative F001)																																																

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CONTINUATION SHEET			Reference No. of Document Being Continued PHN/SHN #52P1J-15-C-0088					Page 9 of 9	
			MOD/AMD P00004						
Name of Offeror or Contractor: HERITAGE DISPOSAL AND STORAGE, LLC									

SECTION G - CONTRACT ADMINISTRATRION DATA

LINE ITEM	MIPR/ GFBS ATA	OBLG STAT	JO NO/ ACCT ASSTGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE		CUMULATIVE AMOUNT
						AA	\$	
0001AA	HI4D4206M2	2	A.0017220.1.12	AA	\$ 2,795,727.76	-\$ 560,154.84	\$	\$ 2,235,572.92
0001AB	HI4D4206M2	1	A.0017220.1.12	AA	\$ 0.00	-\$ 277,554.20	\$	\$ 277,554.20
0002AA	HI4D4206M2	2	A.0017220.1.12	AA	\$ 3,875,568.00	-\$ 774,868.00	\$	\$ 3,100,700.00
0002AB	HI4D4206M2	1	A.0017220.1.12	AA	\$ 0.00	-\$ 387,434.00	\$	\$ 387,434.00
0003AA	HI4D4206M2	3	A.0017220.1.12	AA	\$ 0.00	-\$ 335,017.32	\$	\$ 335,017.32
0003AB	HI4D4206M2	1	A.0017220.1.12	AA	\$ 0.00	-\$ 335,017.32	\$	\$ 335,017.32
						NET CHANGE	\$ 0.00	

ACRN	ACCOUNTING CLASSIFICATION				INCREASE/ DECREASE
AA	021 201420162034	A5XBG EP1800AASDE	252H L036028549 A.0017220.1.12	021001	\$ 0.00
					NET CHANGE \$ 0.00

NET CHANGE FOR AWARD:	\$ 6,671,295.76	\$	INCREASE/DECREASE AMOUNT	\$	CUMULATIVE OBLIG AMT
			0.00	\$	\$ 6,671,295.76

LINE ITEM	ACRN	EDI/SEIS ACCOUNTING CLASSIFICATION					
0001AA	AA	021 201420162034	A5XBG EP1800AASDE	252H L036028549 A.0017220.1.12			021001
0001AB	AA	021 201420162034	A5XBG EP1800AASDE	252H L036028549 A.0017220.1.12			021001
0002AA	AA	021 201420162034	A5XBG EP1800AASDE	252H L036028549 A.0017220.1.12			021001
0002AB	AA	021 201420162034	A5XBG EP1800AASDE	252H L036028549 A.0017220.1.12			021001
0003AA	AA	021 201420162034	A5XBG EP1800AASDE	252H L036028549 A.0017220.1.12			021001
0003AB	AA	021 201420162034	A5XBG EP1800AASDE	252H L036028549 A.0017220.1.12			021001

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